

ORIGINAL

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12/23/02  
myIN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIANORTHLAND INSURANCE COMPANY :  
Plaintiff :

v. :

No. 1:01-CV-763

LINCOLN GENERAL INSURANCE COMPANY, :  
J.H.M. ENTERPRISES, INC., and :  
VERNICE L. STATTS, :  
Defendants :

v. :

WOOLEVER BROTHERS TRANSPORTATION :  
INC. :

Third Party Defendant : (JUDGE KANEY)

FILED  
HARRISBURG, PA

DEC 20 2002

MARY E. D'ANDREA, CLERK  
Per                     NORTHLAND INSURANCE COMPANY'S PRETRIAL MEMORANDUM

Date Conference was Held by Counsel: 11/22/02

A. Statement as to Federal Jurisdiction

This Court has original jurisdiction pursuant to 28 U.S.C. § 1332 as the amount in controversy exceed the sum of value of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, and is between citizens of different states and pursuant to 28 U.S.C. §2201.

B. Summary/Statement of Facts and Contentions as to Liability.

This action is one to determine the extent of coverage provided by two insurers, Northland Insurance Company ("Northland") and Lincoln General Insurance Company ("Lincoln General"), for a motor vehicle accident. Lincoln General insured J.H.M. Enterprises Inc. ("JHM"), an I.C.C. regulated motor carrier, under a policy of insurance which specifically scheduled the vehicle involved in the accident, a 1979 Freightliner ("the Tractor"). Northland insured Woolever Brothers Trucking ("Woolever"), also an I.C.C. regulated motor carrier. Woolever refers the Court to the Pre-Trial memorandum of the other parties for the remaining facts relevant to the insurance coverage dispute. Because of a stipulation filed with and approved by this Court, Woolever has no exposure in this case and therefore does not intend to directly participate in further proceedings.

C. Statement of Undisputed Facts as Agreed to by Counsel at the Conference.

Woolever refers the Court to the Pretrial Memorandums of Northland and Lincoln General.

D. Brief Description of Damages.

Woolever refers the Court to the Pretrial Memorandums of Northland and Lincoln General.

E. Names and addresses of Witnesses.

All parties listed in the Pretrial Memorandums of Northland and Lincoln General.

F. Summary of Testimony of Each Expert Witness.

Woolever does not intend to call any experts.

G. Special Comment about Pleadings and Discovery.

None.

H. Summary of Legal Issues and Authorities.

Woolever seeks dismissal from this action since it has no exposure as is evidenced by the filed stipulation.

J. Estimated number of trial days.

If the parties can agree to use of transcripts instead of live testimony, it is anticipated that actual trial should not exceed one day. If the trial is conducted using live witness testimony, three to four days.

K. Other Pertinent Matters.

None.

L. Schedule of Exhibits.

Woolever refers the Court to the Pretrial Memorandums of Northland and Lincoln General.

M. Special Verdict Questions.

Non -jury trial.

N. Settlement Authority/Notification.

None. Woolever has no exposure, thus no authority.

O. Review of Deposition Transcripts.

Woolever refers the Court to the Pretrial Memorandums of Northland and Lincoln General.

P. REQUESTS FOR FINDING OF FACT AND LAW

Woolever committed no frauds, was entitled to coverage under both policies and should be dismissed from this action.

Dated: December 18, 2002  
Philadelphia, Pennsylvania

LAW OFFICES OF ANDREW SPIEGEL, PA  
Attorneys for Woolever Brothers

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